

### POWER OF ATTORNEY

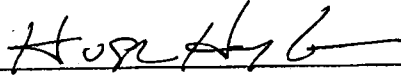
Pursuant to the provisions of 37 C.F.R. §§ 3.71 and 3.73(b), the undersigned hereby declares that he is authorized to act on behalf of Kentucky Bioprocessing, LLC and has reviewed the below referenced assignment and hereby declares that, to the best of his knowledge and belief, the entire right, title and interest of the United States Patents and United States Patent Applications reflected in Schedule 1.1(a) of an assignment submitted concurrently herewith, have been assigned to Kentucky Bioprocessing, LLC, and that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true. The Assignee, Kentucky Bioprocessing, LLC, hereby revokes all previous powers of attorney given and appoints:

H. Roy Berkenstock, U.S. Reg. No. 24,719  
Douglas W. Schelling, Ph.D., U.S. Reg. No. 48,335  
William A. Parks, U.S. Reg. No. 37,528  
Matthew A. Williams, U.S. Reg. No. 57,141  
Sarah Osborn Hill, U.S. Reg. No. 55,267

as attorneys to prosecute the United States Patent Applications listed on Schedule 1.1(a) of the assignment, maintain the United States Patents issued listed on Schedule 1.1(a) of the assignment, and transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for each identified patent/patent application and direct all communications to **WYATT, TARRANT & COMBS, LLP**, 1715 Aaron Brenner Drive, Suite 800, Memphis, TN 37120; Telephone 901-537-1000; Facsimile 901-537-1010; to the attention of: Douglas W. Schelling.

12/20/07  
Date

  
\_\_\_\_\_  
Hugh Haydon  
Chairman  
Kentucky Bioprocessing, LLC

## ASSIGNMENT AGREEMENT-PATENTS AND TRADEMARKS

This **ASSIGNMENT AGREEMENT - PATENTS AND TRADEMARKS** (the "**Assignment**"), effective the 21<sup>st</sup> day of November, 2007, is made and entered into by and between Large Scale Biology Corporation, a Delaware corporation, with offices at 3333 Vaca Valley Parkway, Suite 900, Vacaville, California 95688 ("**Assignor**"), and Kentucky Bioprocessing, LLC, a Kentucky limited liability company, with offices at 3700 Airpark Drive, Owensboro, Kentucky, 42303 ("**Assignee**"). The Assignor and the Assignee are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

**WHEREAS**, Assignor is the owner of the patents and patent applications set forth on Schedule 1.1 (a) hereto and all divisions, continuations, continuations-in-part (if and to the extent they claim the Geneware Technology as described in the patents and applications listed in Schedule 1.1(a), but excluding any continuation-in-part patents or claims that relate solely to the Viral Coat Protein technology as described in the in the patents and applications listed in Schedule A-1 to the Viral Coat Asset Purchase Agreement, such as, by way of example, USP # 7,033,835 and USP #6,660,500), re-examinations, reissues, extensions, and foreign counterparts thereof and know-how and inventions relating thereto (the "**Patents**");

**WHEREAS**, Assignor is the owner of the trademarks and trademark applications set forth on Schedule 1.1(b) (the "**Trademarks**") and the goodwill associated therewith as well as those items and rights set forth on Exhibit "A" (the "**Associated Assets**") hereto (the Trademarks, the Associated Assets, together with the Patents, the "**Assets**"); and

**WHEREAS**, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of October 15, 2007 (the "**Geneware Purchase Agreement**"), pursuant to which Assignee agreed to purchase all of Assignor's right, title and interest in and to Assets; and Assignor agreed to transfer such Assets to Assignee, subject to Assignor's retention of certain limited rights in and to the Patents as described in the Geneware Purchase Agreement.

**NOW, THEREFORE**, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms used herein shall have the meanings ascribed to them in the Geneware Purchase Agreement unless separately or otherwise defined herein.

2. Assignment. Assignor hereby assigns and agrees to assign to Assignee all of Assignor's right, title and interest in and to the Assets, including without limitation any and all products and proceeds thereof and any claim by Assignor against third parties for past, present or future infringement of the Assets, and subject to Assignor's retention of the limited rights as described in the Geneware Purchase Agreement.

3. Further Assurances. Assignor hereby covenants and agrees that it, at the request of Assignee, will promptly execute and deliver, or cause to be executed and delivered, all such further documents and instruments as shall be necessary and proper to effect the assignment to Assignee of the Assets and to carry out the purpose and intent of this Agreement and the Geneware Purchase Agreement. Assignor hereby irrevocably constitutes and appoints Assignee its true and lawful attorney with full power of substitution, in its name, reasonably to take any of the actions described in this Section 3 if Assignor shall not promptly take such actions upon request.

4. Governing Law. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of California (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Assignor is subject to the jurisdiction of the Bankruptcy Court, the Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court, subject to the right of any party to seek withdrawal of the reference with respect to any matter. After Assignor is no longer subject to the jurisdiction of the Bankruptcy Court, the Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the United States District Court for the Eastern District of California or any California state court sitting in Sacramento, California.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. The rights and obligations set forth in this Assignment are in addition to the rights and obligations set forth in the Geneware Purchase Agreement and this Assignment does not waive or modify any right or obligation of the Parties under the Geneware Purchase Agreement.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors, and assigns.

7. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which, when so executed, shall be deemed to be an original and both of which taken together shall constitute one and the same agreement.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

9. Amendment. This Agreement may not be modified or amended except in a writing signed by the Parties hereto.

[Remainder of page left intentionally blank; signature page to follow]

IN WITNESS WHEREOF, the Parties have caused execution of this Assignment Agreement – Patents and Trademarks this 20 day of November 2007.

**LARGE SCALE BIOLOGY  
CORPORATION**

“Assignor”

By: 

Name: Randy Sugarman

Title: Plan Administrator

**KENTUCKY BIOPROCESSING, LLC**

“Assignee”

By: \_\_\_\_\_

Name: Hugh Haydon

Title: Chairman

**SIGNATURE PAGE TO ASSIGNMENT AGREEMENT-PATENTS AND  
TRADEMARKS**  
(“Geneware Agreement”)

STATE OF CALIFORNIA:

SS:

COUNTY OF SAN FRANCISCO :

Before me personally appeared Randy Sugarman, to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

Sworn to before me and subscribed in my presence this \_\_\_\_ of November 2007.

\_\_\_\_\_  
Notary Public

[SEAL]

COMMONWEALTH OF KENTUCKY:

SS:

COUNTY OF JEFFERSON:

Before me personally appeared Hugh Haydon, as \_\_\_\_\_ of Kentucky BioProcessing, LLC, a Kentucky limited liability company, on behalf of the limited liability company, and known to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

Sworn to before me and subscribed in my presence this \_\_\_\_ of November, 2007.

\_\_\_\_\_  
Notary Public

[SEAL]

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

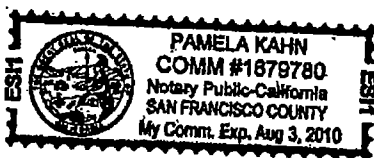
State of California

County of San Francisco

On 11.20.2007 before me, Pamela Kahn Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Ranoy Suganman  
Name(s) of Signer(s)

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

Pamela Kahn  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: Assignment agreement - Patents and TRADE MARKS

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer
- ☐ Title(s): \_\_\_\_\_
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of Thumb here

Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer
- ☐ Title(s): \_\_\_\_\_
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of Thumb here

Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JURAT**

State of California

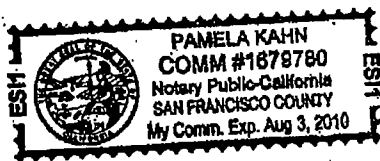
County of San Francisco

Subscribed and sworn to (or affirmed) before me on

this 20 day of November, 2007

by Randy Sugarman

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(seal)

Signature

Pamela Kahn

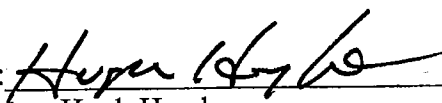
Assignment agreement  
Patents and Trademark

IN WITNESS WHEREOF, the Parties have caused execution of this Assignment Agreement – Patents and Trademarks this 20<sup>th</sup> day of November 2007.

**LARGE SCALE BIOLOGY  
CORPORATION**  
“Assignor”

By: \_\_\_\_\_  
Name: Randy Sugarman  
Title: Plan Administrator

**KENTUCKY BIOPROCESSING, LLC**  
“Assignee”

By:   
Name: Hugh Haydon  
Title: Chairman

**SIGNATURE PAGE TO ASSIGNMENT AGREEMENT-PATENTS AND  
TRADEMARKS**  
 (“Geneware Agreement”)



STATE OF CALIFORNIA:

SS:

COUNTY OF SOLANO :

Before me personally appeared Randy Sugarman, to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

Sworn to before me and subscribed in my presence this \_\_\_\_ of November 2007.

\_\_\_\_\_  
Notary Public

[SEAL]

COMMONWEALTH OF KENTUCKY:

SS:

COUNTY OF JEFFERSON:

Before me personally appeared Hugh Haydon, as Chairman of Kentucky BioProcessing, LLC, a Kentucky limited liability company, on behalf of the limited liability company, and known to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

Sworn to before me and subscribed in my presence this 20<sup>th</sup> of November, 2007.

Karen Ballard  
My Commission expires 4-20-2011  
Notary Public

[SEAL]

**SCHEDULE 1.1(a) – ASSIGNED PATENT RIGHTS**

Case No. Country Previous Case(s)	Title	Inventor(s)	Application Serial No. Filing Date	Patent No. Issue Date	Pub No. Pub. Date
00801-0087-CN09 United States C 00801-0087-CP07 09/993,059 11/13/2001	Production of Lysosomal Enzymes in Plants by Transient Expression	GARGER TURPEN1 KUMAGAI POGUE	10/103,327 3/20/2002	6,890,748 5/10/2005	20030106095 6/5/2003
00801-0087-CP04 United States P 00801-0087-US04 09/316,572 5/21/1999	Production of Lysosomal Enzymes in Plants by Transient Expression	ERWIN GRILL POGUE TURPEN1 KUMAGAI	09/626,127 7/26/2000	6,846,968 1/25/2005	
00801-0087-CP07 United States P 00801-0087-CP04 09/626,127 7/26/2000	Production of Lysosomal Enzymes in Plants by Transient Expression	GARGER TURPEN KUMAGAI POGUE	09/993,059 11/13/2001	6,887,696 5/3/2005 Terminal Disclaimer to 10/103,327	20020088024 7/4/2002
00801-0023-999 United States P 00801-0024-999 08/184,237 1/19/1994 P 00801-0022-999 07/923,692 7/31/1992	Recombinant Animal Viral Nucleic Acids	DONSON DAWSON GRANTHAM TURPEN TURPEN1 GARGER GRILL	08/483,502 6/7/1995	6,284,492 9/4/2001 Terminal Disclaimer	
00801-0023-CN01 United States C 00801-0023-999 08/483,502 6/7/1995	Recombinant Animal Viral Nucleic Acids	DONSON DAWSON GRANTHAM TURPEN TURPEN1 GARGER GRILL	09/726,651 11/28/2000	6,448,046 9/10/2002	
00801-0109-999 United States P 00801-0022-999 07/923,692 7/31/1992	RECOMBINANT ANIMAL VIRAL NUCLEIC ACIDS (as amended)	DONSON DAWSON GRANTHAM TURPEN1 TURPEN GARGER GRILL	08/484,341 6/7/1995	6,054,566 4/25/2000 Terminal Disclaimer	
00801-0022-999 United States P 00801-0084-999 07/739,143 8/1/1991	Plant viral vectors having heterologous subgenomic promoters for systemic expression of foreign genes	DONSON DAWSON GRANTHAM TURPEN TURPEN1 GARGER	07/923,692 7/31/1992	5,316,931 5/31/1994	

Case No. Country Previous Case(s)	Title	Inventor(s)	Application Serial No. Filing Date	Patent No. Issue Date	Pub No. Pub. Date
		GRILL			
00801-0024-999 United States C 00801-0022-999 07/923,692 7/31/1992	Recombinant Plant Viral Nucleic Acids	DONSON DAWSON GRANTHAM TURPEN TURPEN1 GARGER GRILL	08/184,237 1/19/1994	5,589,367 12/31/1996 Terminal Disclaimer	
00801-0111-999 United States C 00801-0024-999 08/184,237 1/19/1994	Recombinant Plant Viral Nucleic Acids	DONSON DAWSON GRANTHAM TURPEN1 TURPEN GARGER GRILL	08/480,432 6/7/1995	5,889,190 3/30/1999 Terminal Disclaimer	
00801-0112-999 United States C 00801-0024-999 08/184,237 1/19/1994	Recombinant Plant Viral Nucleic Acids	DONSON DAWSON GRANTHAM TURPEN1 TURPEN GARGER GRILL	08/482,920 6/7/1995	5,866,785 2/2/1999 Terminal Disclaimer	
00801-0137-US15 United States P 00801-0137-US04 09/359,301 7/21/1999 P 00801-0137-US05 09/359,305 7/21/1999	RNA Transformation Vectors Derived from a Single-Component RNA Virus and Contain an Intervening Sequence Between the Cap and the 5' End	LINDBO POGUE TURPEN1 MCGEE	09/502,711 2/11/2000	6,300,134 10/9/2001	
00801-0137-US13 United States P 00801-0137-US04 09/359,301 7/21/1999 P 00801-0137-US05 09/359,305 7/21/1999	RNA Transformation Vectors Derived from an Uncapped Single- Component RNA Virus	LINDBO POGUE TURPEN1 MCGEE	09/502,710 2/11/2000	6,300,133 10/9/2001	
00801-0038-999 United States P 00801-0037-999 07/997,733 12/30/1992	Viral Amplification of Recombinant Messenger RNA in Transgenic Plants	TURPEN1	08/176,414 12/29/1993	5,811,653 9/22/1998 Terminal Disclaimer	
00801-0103-999 United States C 00801-0037-999 07/997,733	Viral Amplification of Recombinant Messenger RNA in Transgenic Plants	TURPEN1	08/336,724 11/9/1994	5,965,794 10/12/1999 Terminal Disclaimer	

Case No. Country Previous Case(s)	Title	Inventor(s)	Application Serial No. Filing Date	Patent No. Issue Date	Pub No. Pub. Date
12/30/1992					
00801-0103-DV02 United States D 00801-0103- US01 09/414,916 10/8/1999	Viral Amplification of Recombinant Messenger RNA in Transgenic Plants	TURPEN1	09/930,329 8/14/2001	6,852,846 2/8/2005 Terminal Disclaimer	20020104123 8/1/2002
00801-0103-US01 United States C 00801-0103-999 08/336,724 11/9/1994	Viral Amplification of Recombinant Messenger RNA in Transgenic Plants	TURPEN1	09/414,916 10/8/1999	6,462,255 10/8/2002 Terminal Disclaimer	
00801-0108-999 United States D 00801-0038-999 08/176,414 12/29/1993	Viral Amplification of Recombinant Messenger RNA in Transgenic Plants	TURPEN1	08/488,422 6/7/1995	5,889,191 3/30/1999 Terminal Disclaimer	
00801-0165-US01 United States V 00801-0165- US00 60/132,697 5/4/1999	Viral Expression Vectors	FITZMAURICE POGUE LINDBO	09/565,616 5/4/2000	6,656,726 12/2/2003	
60-016511US United States C 00801-0165-US01 09/565,616 5/4/2000	Viral Expression Vectors	FITZMAURICE POGUE LINDBO	10/624,193 7/21/2003	7,132,588 11/7/2006	20050175590 8/11/2005
LSBC-0087-CN09B United States C 00801-0087-CP07 09/993,059 11/13/2001	Production of Lysosomal Enzymes in Plants by Transient Expression	TURPEN1 POGUE ERWIN GRILL	10/602,219 6/23/2003		20040016021 1/22/2004
LSBC-0087-CN10 United States C 00801-0087-CP04 09/626,127 7/26/2000	Production of Lysosomal Enzymes in Plants by Transient Expression	ERWIN GRILL POGUE TURPEN1 KUMAGAI	10/684,349 10/9/2003		20040093646 5/13/2004
LSBC-0087-CN13 United States C 00801-0087- CN09 10/103,327 3/20/2002	Production of Lysosomal Enzymes in Plants by Transient Expression	GARGER TURPEN1 KUMAGAI	10/984,389 11/8/2004		20050125859 6/9/2005
LSBC-0087-CP07B United States C 00801-0087-CP07	Production of Lysosomal Enzymes in Plants by Transient Expression	TURPEN1 KUMAGAI POGUE	10/602,220 6/23/2003		20040023281 2/5/2004

Case No. Country Previous Case(s)	Title	Inventor(s)	Application Serial No. Filing Date	Patent No. Issue Date	Pub No. Pub. Date
09/993,059 11/13/2001		ERWIN GRILL			
LSBC-0087-DV11 United States D 00801-0087-CP04 09/626,127 7/26/2000	Production of Lysosomal Enzymes in Plants by Transient Expression	ERWIN GRILL POGUE TURPEN1 KUMAGAI	10/684,300 10/9/2003		20040064855 4/1/2004
LSBC-0087-DV12 United States C 00801-0087-CP07 09/993,059 11/13/2001 C 00801-0087- CN09 10/103,327 3/20/2002	Production of Lysosomal Enzymes in Plants by Transient Expression	GARGER TURPEN1 KUMAGAI	10/851,388 5/21/2004		20040234516 11/25/2004
00801-0120-DVJP Japan US Case: 00801- 0023-999	Recombinant Viral Nucleic Acids	DONSON DAWSON GRANTHAM TURPEN TURPEN1 GARGER GRILL	2003- 300621 8/25/2003		2004-274 1/8/2004
00801-0022-001 Canada US Case: 00801- 0022-999	Recombinant Plant Viral Nucleic Acids	DONSON DAWSON GRANTHAM TURPEN TURPEN1 GARGER GRILL	2,114,636 7/31/1992	2,114,636 11/28/06	
00801-0022-007 Australia US Case: 00801- 0022-999	Recombinant Plant Viral Nucleic Acids	DONSON DAWSON GRANTHAM TURPEN TURPEN1 GARGER GRILL	33511/93 7/31/1992	683412 7/31/1992	
00801-0022-227 EPO US Case: 00801- 0022-999	Recombinant Plant Viral Nucleic Acids	DONSON DAWSON GRANTHAM TURPEN TURPEN1 GARGER GRILL	92916441.6 7/31/1992	0596979 1/30/2002	
00801-0022- DVJP00 Japan	Recombinant Plant Viral Nucleic Acids	DONSON DAWSON GRANTHAM	2000- 212070 7/12/2000	3545683 4/16/2004	2/27/2001

Case No. Country Previous Case(s)	Title	Inventor(s)	Application Serial No. Filing Date	Patent No. Issue Date	Pub No. Pub. Date
US Case: 00801-0022-999		TURPEN TURPEN1 GARGER GRILL			
00801-0022-DVJP01 Japan US Case: 00801-0022-999	Recombinant Plant Viral Nucleic Acids	DONSON DAWSON GRANTHAM TURPEN TURPEN1 GARGER GRILL	2001-313207 10/10/2001	3316209 6/7/2002	
00801-0022-EPAT00 Austria US Case: 00801-0022-999	Recombinant Plant Viral Nucleic Acids	DONSON DAWSON GRANTHAM TURPEN TURPEN1 GARGER GRILL	92916441.6 7/31/1992	0596979 1/30/2002	
00801-0022-EPDE00 Germany US Case: 00801-0022-999	Recombinant Plant Viral Nucleic Acids	DONSON DAWSON GRANTHAM TURPEN TURPEN1 GARGER GRILL	92916441.6 7/31/1992	69232393.7 1/30/2002	
00801-0022-EPES00 Spain US Case: 00801-0022-999	Recombinant Plant Viral Nucleic Acids	DONSON DAWSON GRANTHAM TURPEN TURPEN1 GARGER GRILL	92916441.6 7/31/1992	0596979 1/30/2002	
00801-0022-EPFR00 France US Case: 00801-0022-999	Recombinant Plant Viral Nucleic Acids	DONSON DAWSON GRANTHAM TURPEN TURPEN1 GARGER GRILL	92916441.6 7/31/1992	0596979 1/30/2002	
00801-0022-EPGB00 Great Britain US Case: 00801-0022-999	Recombinant Plant Viral Nucleic Acids	DONSON DAWSON GRANTHAM TURPEN TURPEN1 GARGER GRILL	92916441.6 7/31/1992	0596979 1/30/2002	
00801-0038-007 Australia US Case: 00801-	Viral Amplification of Recombinant Messenger RNA in Transgenic Plants	TURPEN1	59871/94 12/29/1993	694102 11/5/1998	

Case No. Country Previous Case(s)	Title	Inventor(s)	Application Serial No. Filing Date	Patent No. Issue Date	Pub No. Pub. Date
0038-999					
00801-0038-147 South Africa US Case: 00801-0038-999	Viral Amplification of Recombinant Messenger RNA in Transgenic Plants	TURPEN1	93/9798 12/30/1993	93/9798 4/26/1995	
00801-0038-227 EPO US Case: 00801-0038-999	Viral Amplification of Recombinant Messenger RNA in Transgenic Plants	TURPEN1	94905969.5 12/29/1993	0677113 1/30/2003	
00801-0038-EPDE00 Germany US Case: 00801-0038-999	Viral Amplification of Recombinant Messenger RNA in Transgenic Plants	TURPEN1	94905969.5 12/29/1993	69332763.4-08 1/30/2003	
00801-0038-EPES00 Spain US Case: 00801-0038-999	Viral Amplification of Recombinant Messenger RNA in Transgenic Plants	TURPEN1	94905969.5 12/29/1993	0677113 1/30/2003	
00801-0038-EPUK00 Great Britain US Case: 00801-0038-999	Viral Amplification of Recombinant Messenger RNA in Transgenic Plants	TURPEN1	94905969.5 12/29/1993	0677113 1/30/2003	
00801-0165-PCAU01 Australia US Case: 00801-0165-US00	Viral Expression Vectors	FITZMAURICE POGUE LINDBO	48247/00 5/4/2000	781020 8/11/2005	781020 4/28/2005
00801-0165-PCCA01 Canada US Case: 00801-0165-US00	Viral Expression Vectors	FITZMAURICE POGUE LINDBO	2,373,026 5/4/2000		
00801-0165-PCEP01 EPO US Case: 00801-0165-US00	Viral Expression Vectors	FITZMAURICE POGUE LINDBO	00930426.2 5/4/2000		EP1181372
00801-0165-PCJP01 Japan US Case: 00801-0165-US00	Viral Expression Vectors	FITZMAURICE POGUE LINDBO	2000-615766 5/4/2000		12/17/2002
00801-0165-PCZA01 South Africa US Case: 00801-0165-US00	Viral Expression Vectors	FITZMAURICE POGUE LINDBO	2001/8528 5/4/2000	2001/8528 12/24/2002	

**SCHEDULE 1.1(b) – ASSIGNED TRADEMARKS**

<b>Trademark</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
GENEWARE	Registered	1837599	1994-05-31
GENEWARE	Registered	2550504	2002-03-19



## **EXHIBIT A – Other Assets**

i. Any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the Assets, and rights for priority and protection of interest therein under the laws of any jurisdiction.

ii. All know-how relating to inventions to the extent claimed and disclosed in the Patents and patent applications; and

iii. Subject to Section 4.2(h) of the Geneware Purchase Agreement, the right to access and copy, all at Buyer's expense, any and all laboratory notebooks and other records in its possession and control that are related to the Assigned Patent Rights.